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THIS DOES NOT  
CIRCULATE

09-00

Hudson

THIS DOES NOT  
CIRCULATE

CONTRACT

BETWEEN

HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS

and

HUDSON COUNTY SUPERIOR OFFICERS ASSIGNED TO

THE JAIL AND PENITENTARY

LOCAL NO. 109

1972 and 1973.

LIBRARY  
Acquisition and  
Development

2 1979

UNIVERSITY

PREAMBLE

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 1972, by and between the HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS, hereinafter referred to as the "Employer" and the HUDSON COUNTY SUPERIOR OFFICERS ASSIGNED TO THE JAIL AND PENITENTARY, LOCAL NO. 109, hereinafter referred to as the "Association", has been created for the purpose of harmony and mutual understanding between the Employer and the employees represented by the Association in order that the operations of the Correctional Facilities of the County of Hudson shall proceed in an uninterrupted manner at all times.

It is the intention of both the Employer and the Association that this Agreement effectuate the policies of the New Jersey Employer - Employee Relations Act, N.J.S.A. 34: 13A-1 set., hereinafter referred to as the "Act", and be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

WITNESSETH:

WHEREAS, the Association represents a majority of public employees in an appropriate negotiating unit as provided by N.J.S.A. 34: 13A-5.3;

WHEREAS, the Employer and the Association have conducted negotiations in good faith with respect to terms and conditions of employment;

IT IS AGREED AS FOLLOWS:

## ARTICLE I

### RECOGNITION

1.1 The Employer recognizes the Association as the exclusive representative for collective bargaining concerning the terms and conditions of employment for all correction officers including sargeants, captains and deputy wardens, but excluding the warden, who are assigned to the jail or penitentiary but excluding managerial executives, professional employees, clerical employees, supervisors within the meaning of the Act, other police employees and all other employees.

ARTICLE II

DUES CHECK-OFF

2.1 The Employer agrees to deduct the monthly Association membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be Certified to the Employer by the Treasurer of the Association, and the aggregated deductions of all employees shall be remitted together with an itemized statement, to the Treasurer by the 15th day of the current month, after such deductions are made.

2.2 Any written designation to terminate authorization for check-off must be received in writing by the Employer and the Association by July 1st, and filing a Notice of Withdrawal shall be effective to halt deductions as of January 1st or July 1st next succeeding the date on which Notice of Withdrawal is filed.

ARTICLE III

HOLIDAYS

3.1 For the duration of this Agreement, the holiday compensation program for the Superior Officers covered by this Agreement shall be the same as the Rank and File Correction Officers on similar work schedules.

## ARTICLE IV

### NEGOTIATION LEAVE

4.1 During negotiations for a successor agreement, not more than three (3) Association representatives shall be excused from their normal work duties in order to participate in negotiations for such time periods as are deemed reasonable and necessary by mutual agreement between the Employer and the Association.

ARTICLE V

FUNERAL LEAVE

5.1 An individual employee shall be given not more than three (3) calendar days per contract year as funeral leave for a death in an employee's immediate family.

5.2 An employee's immediate family shall consist of the following: mother, father, son, daughter, sister, wife, grandchildren, mother-in-law, father-in-law, sister-in-law, and brother-in-law.

ARTICLE VI

VACATIONS

6.1       The Employer agrees that for the year 1972 it will continue its current vacation practices with regard to the number of vacation days and to the scheduling of such vacation for members of the bargaining unit. For the year 1972 current vacation practices will continue with the exception that the Deputy Warden will have his vacation reduced by one (1) week.



ARTICLE VII

DEATH BENEFITS

7.1 Members of the bargaining unit who are killed in the performance of their correction duties shall be entitled to receive two (2) year's salary as a death benefit to be determined by the salary payable at the time of death of the officer.

ARTICLE VIII

LEGAL COUNSEL

8.1 The Employer agrees to provide legal counsel to members of the bargaining unit in connection with claims arising from the employee's reasonable and proper discharge of his duties.

ARTICLE IX

CLOTHING ALLOWANCE

9.1 The Employer agrees for the duration of this Agreement to continue its current practice regarding clothing for the members of the bargaining unit.

ARTICLE X

MANAGEMENT RIGHTS

10.1 The Employer hereby retains the right to manage and control its Correctional Facilities and in addition retains the right to hire, promote, transfer, discipline or discharge employees for just cause.

10.2 The Employer, in accordance with applicable laws and regulations, retains full jurisdiction and authority over matters of policy and retains the right to relieve employees from duties because of lack of work, lack of cooperation and initiative, or other legitimate reasons, in order to maintain the efficiency of the Correctional Facilities entrusted to them and to determine the methods, means, and personnel by which such operations are to be conducted, and further to take whatever other actions deemed necessary to carry out this mission of the Correction Department in any situation whatsoever.

10.3 The Employer reserves to its sole discretion the power to abolish any individual rank, and the power to reduce the number of officers in any rank.

## ARTICLE XI

### GRIEVANCE AND ARBITRATION PROCEDURE

11.1 A "grievance" shall be any difference of opinion, controversy, or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this Agreement.

11.2 A grievance to be considered under this procedure must be initiated by the employee within thirty (30) working days from the time the employee knew or should have known of its occurrence.

11.3 Failure at any Step of this procedure to communicate the decision on a grievance shall permit the aggrieved employee to proceed to the next Step. Failure at any Step of this procedure to appeal a grievance to the next Step within the specified time limits shall be deemed to be acceptance of the decision entered at that Step.

11.4 It is understood that an employee shall, during and notwithstanding dependency of any grievance, continue to observe all assignments and applicable rules and regulations of the Employer until such grievance has been fully determined.

ARTICLE XI  
GRIEVANCE AND ARBITRATION PROCEDURE

STEP ONE:

The grievance shall be discussed with the employee involved and the Association representative with the immediate supervisor designated by the Employer. The answer shall be in writing and made within three (3) days by such immediate supervisor to the Association.

STEP TWO:

If the grievance is not settled through Step One the same shall within five (5) working days be reduced to writing by the Association and submitted to the Warden or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the Association within five (5) days of submission.

STEP THREE:

If the grievance is not settled at Step Two then the Association shall have the right within five (5) working days of receipt of the answer at Step Two to submit such grievance to the Executive Director. A written answer to such grievance shall be served upon the individual and the Association within seven (7) calendar days after submission.

STEP FOUR:

If the grievance is not settled through Step Three then

ARTICLE XI  
GRIEVANCE AND ARBITRATION PROCEDURE

the aggrieved shall have the right within five (5) working days to pursue all legal remedies afforded by the provisions of the Civil Service Act.

If the grievance is not settled at Step Three and the aggrieved does not elect to pursue his grievance under the provisions of the Act, then the Association shall have the right within five (5) working days to submit such grievance to a permanent arbitrator. The permanent arbitrator shall be Joseph Wildebush, Esquire of New Jersey. If Mr. Wildebush is unable to hear the case, the arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association.

11.5 The arbitrator shall have full power to hear the dispute make a final determination, which shall be binding on both parties. The arbitrator does not have the right to add to, subtract from, or modify this Agreement in any manner.

11.6 Each party shall bear its own costs of the arbitration but the costs of the arbitrator's fees shall be borne by the Employer and the Association equally.

11.7 Nothing herein shall prevent any employee from processing his own grievance, provided the Association may be present as an observer at any hearing on the individual's grievance.

ARTICLE XII

WORK STOPAGES

12.1 Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Association agrees that it will not engage in, encourage, sanction, or suggest strikes, slow-downs, mass resignations, mass absenteeism, or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the Employer's facilities. It is further agreed that the Association shall be held liable for all damage incurred by the Board, penalties, and other legal and equitable restraints and/or orders.



ARTICLE XIII

SALARIES

13.1 Effective January 1, 1972 the salaries of all members of the bargaining unit shall be increased \$500.00 per year.

13.2 Effective July 1, 1972, salaries of all members of the bargaining unit shall be increased \$500.00 per year.

13.3 Effective January 1, 1973, salaries of all members of the Bargaining unit except sergeants shall be increased \$500.00 per year. Sergeants salaries will be increased \$650.00 on January 1, 1973.

13.4 Effective July 1, 1973, salaries of members of the bargaining unit shall be increased \$500.00 per year, except sergeants. Sergeants salaries shall be increased \$650.00 per year on July 1, 1973.

13.5 It is understood by the Employer and the Association that the aforementioned salary increase program is subject to review and approval by the Pay Board through the Internal Revenue Service, in accordance with the Economic Stabilization Controls and the rules and regulations thereunder.

13.6 Payment of annual salaries shall be in accordance with the current practices as existing on the date of the signing of this Agreement. Provided further, that only those employees in the employ of the Employer on the date of the signing of this Agreement shall be entitled to any and/or all of the benefits

ARTICLE XIV

HEALTH BENEFITS AND INSURANCE

14.1 The insurance in effect at the time of the signing of this Agreement shall remain in effect for the duration of this Agreement.

14.2 If the Employer grants to any other recognized bargaining agent family coverage of the Blue Cross-Blue Shield Hospitalization Program, Major Medical, or Rider "J", then such additional insurance benefits shall be given to the employees in the bargaining unit covered by this Agreement, provided the Employer may legally do so.

ARTICLE XV

SEVERABILITY AND SAVINGS

15.1       Should any part of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement effected by such decision.

15.2       This Agreement contains the entire understanding of the parties and shall not be modified for the duration of this Agreement unless by mutual consent of the Employer and the Association.

ARTICLE XVI

TIME-AND-ONE-HALF

16.1 The Employer agrees that when the legal issue of payment of time-and-one-half for correction officers is settled, members of the bargaining unit shall receive time-and-one-half for overtime worked after forty (40) hours per week.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

17.1 It is the intention of both parties that this Agreement effectuates the policies of N.J.S.A. 34: 13A-1 seq. and be construed in harmony with the rules and regulations of the New Jersey Civil Service Commission.

ARTICLE XVIII

DURATION OF AGREEMENT

18.1 The provisions of this Agreement shall be effective January 1, 1972, and shall continue and remain in full force and effect to and including December 31, 1973, when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date.

IN WITNESS WHEREOF:

HUDSON COUNTY SUPERIOR OFFICERS  
ASSOCIATION, LOCAL NO. 109

HUDSON COUNTY BOARD OF CHOSEN  
FREEHOLDERS

Robert D. Kenny

Robert D. Kenny

Robert D. Kenny

William C. Boyle